

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 50 TO LEASE NO. GS-11B-01444
ADDRESS OF PREMISES: 20 Massachusetts Avenue, NW Washington, DC 20013	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Government Properties Income Trust LLC**

whose address is: c/o The RMR Group
255 Washington Street, Suite 300
Newton, MA 02458-1634

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. This Lease Amendment is issued to reflect a twenty-four (24) month extension of the lease for 77,000 BRSF yielding 67,440 ABOA SF of office and related space located on the 7th floor (44,333 RSF / 38,519 ABOA SF), 6th floor (15,701 RSF / 13,636 ABOA SF), 5th floor (16,966 RSF / 14,751 ABOA SF) and 1st floor (0 RSF / 534 ABOA SF). The extension term shall commence on October 23, 2016 and shall expire on October 22, 2018.
2. The Government shall have a right to terminate the lease, in its entirety, beginning after the seventeenth (17th) month of the extension term by providing the Lessor one hundred and twenty (120) days prior irrevocable written notice.
3. Effective October 23, 2016, the annual rent shall be **\$3,773,000.04 (\$49.00 per RSF)** payable at the rate of **\$314,416.67** per month in arrears. The Lessor shall not be required to provide any tenant improvement allowance during this extension period. The Lessor shall not provide cyclical painting and cyclical carpeting during the extension period.
4. The base for operating cost adjustments, pursuant to Paragraph 2.5 of the SFO, shall remain unchanged in the annual amount of (b) (4). Adjustments shall continue through the extension term with the next adjustment due on September 24, 2017.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
Signature: _____
Name: David M. Blackman
Title: President and Chief Operating Officer
Entity Name: Government Properties Income Trust LLC
Date: December 8, 2016

FOR THE GOVERNMENT:

(b) (6)
Signature: _____
Name: Sean J. McNeal
Title: Lease Contracting Officer
GSA, PBA, NCR, OOL, Lease Executions Division
Date: DEC 16 2016

WITNESSED FOR THE LESSOR BY:

(b) (6)
Signature: _____
Name: Barbara W. Pittman
Title: Asst. Gen. Counsel
Date: December 8, 2016

5. The Government's percentage of occupancy for the purposes of real estate and BID tax adjustments, pursuant to Paragraph 2.4 (F) of the SFO and Paragraph 5 of Lease Amendment No. 37, shall remain unchanged at 22.79% (77,000 RSF / 337,928 RSF). The base year for real estate and BID tax adjustments shall remain unchanged. The reimbursement of real estate and BID taxes shall continue through the extension term pursuant to Paragraph 2.4 (E) of SFO.
6. The Government agrees to accept the Leased Premises and the Building Shell Requirements "as existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Commencement Date of this extension. Acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with standards set forth in the Lease.
7. Per Paragraph 5.13 of the SFO entitled "Energy Cost Savings", the Lessor is encouraged to maintain a cost effective energy savings plan to comply with the ENERGY STAR benchmark score of 75 or better.
8. Per Paragraph 6.1 (b) of the SFO entitled "Services, Utilities, Maintenance" at the Government's expense, the Lessor shall perform preventative maintenance on the supplemental HVAC units in conjunction with this Lease. The Lessor shall only be responsible for the preventative maintenance and not the replacement of any supplemental HVAC units. All costs associated with the preventative maintenance, including Lessor's contract management fee, shall be invoiced by the Lessor and paid by the Government under a separate agreement. Any unpaid outstanding balance under the current Lease shall remain payable to the Lessor.
9. The Lessor shall permit rooftop access to the Government free of any additional charge. Any modifications to the roof are subject to lessor review and approval, which shall not be unreasonably delayed or withheld.
10. JLL (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon full execution of this Lease Amendment, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission will be payable to JLL with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments for the extended term and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

The entire Commission Credit of (b) (4) shall be applied towards the first month's rent due for the extended term. The first month's rent of (b) (4) minus (b) (4) equals (b) (4) due as the adjusted first month's rent.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

All other terms and conditions of the lease shall remain in force and effect.

INITIALS:


LESSOR

&


GOVT